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February 24, 2011

VIA OVERNIGHT MAIL

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602

RECEIVED

FEB 26 2011

**PUBLIC SERVICE
COMMISSION**

Re: Petition of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky for Arbitration of Interconnection Agreement With Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc. d/b/a Nextel Partners
KPSC 2010-00061

Dear Mr. Derouen:

Pursuant to the Parties' Joint Motion to Withdraw Petition and to Close Docket filed with the Commission on February 10, 2011, enclosed for filing in the above-captioned case are the original and (10) ten copies of three Amendments extending the existing Interconnection Agreements.

Should you have any questions, please let me know.

Sincerely,

Mary K. Keyer

Enclosures

cc: Parties of Record

AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP
SPRINT COMMUNICATIONS COMPANY L.P.
SPRINT SPECTRUM L.P.
AND
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T ALABAMA,
AT&T FLORIDA, AT&T GEORGIA, AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI, AT&T
NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware Limited Partnership, as agent and General Partner for WirelessCo. L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc.¹ d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties effective January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:

2. Term of the Agreement

2.1 This Agreement is extended and shall expire as of March 1, 2012. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

2. All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions – Part A.

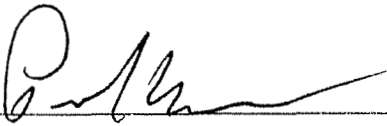
¹ BellSouth Telecommunications, Inc. is now doing business in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee as AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee

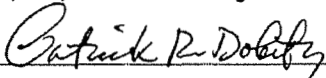
3. Either or both of the Parties are authorized to submit this Amendment to the appropriate Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

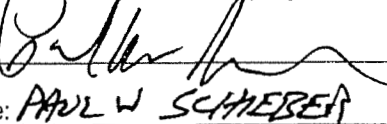
Sprint Communications Company
Limited Partnership

BellSouth Telecommunications, Inc. d/b/a
AT&T Alabama, AT&T Florida, AT&T Georgia,
AT&T Kentucky, AT&T Louisiana, AT&T
Mississippi, AT&T North Carolina, AT&T South
Carolina and AT&T Tennessee by AT&T
Services, Inc., its authorized agent

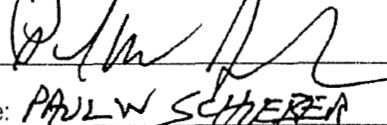
By: 
Name: PAUL W SCHIERER
Title: VP ACCESS & ROAMING PLAN
Date: 2/21/11

By: 
Name: Patrick R. Doherty
Title: Director - Regulatory
Date: 2-23-11

Sprint Communications Company L.P.

By: 
Name: PAUL W SCHIERER
Title: VP ACCESS & ROAMING PLAN
Date: 2/21/11

Sprint Spectrum L.P.

By: 
Name: PAUL W SCHIERER
Title: VP ACCESS & ROAMING PLAN
Date: 2/21/11

Resale OCN# 7483

ULEC OCN#s 8717

CLEC OCN#s 8713, 8717, 8718, 3994, 8724, 8728, 8735, 8741, 8742,

ACNA - UTC

**AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
NEXTEL WEST CORPORATION
AND
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY**

Pursuant to this Amendment (the "Amendment") Nextel West Corporation, a Delaware corporation ("Nextel"), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain 2001 AT&T/Sprint Agreement including Amendments as adopted pursuant to the Parties' Agreement effective January 7, 2008 (collectively "the Adopted 2001 AT&T-Sprint Agreement" or "Agreement").

WHEREAS, Nextel and AT&T agree to amend the Adopted 2001 AT&T-Sprint Agreement as set forth herein;

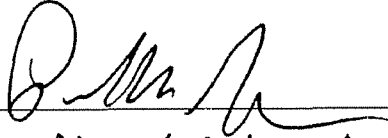
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nextel and AT&T hereby covenant and agree as follows:

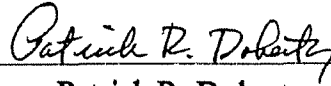
1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:
 2. Term of the Agreement
 - 2.1 This Agreement is extended and shall expire as of March 1, 2012. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.
2. All other provisions of the Adopted 2001 AT&T-Sprint Agreement shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties have, on the day and year written below, executed this Agreement through their authorized representatives.

Nextel West Corporation

BellSouth Telecommunications, Inc. d/b/a
AT&T Kentucky by AT&T Services, Inc., its
authorized agent

By: 
Name: PAUL W SCHEIBER
Title: VP ACCESS & ROAMING PLAN
Date: 2/21/11

By: 
Name: Patrick R. Doherty
Title: Director - Regulatory
Date: 2-23-11

AMENDMENT TO THE INTERCONNECTION AGREEMENT
BETWEEN
NPCR, INC. d/b/a NEXTEL PARTNERS
AND
BELLSOUTH TELECOMMUNICATIONS, INC. d/b/a AT&T KENTUCKY

Pursuant to this Amendment (the "Amendment") NPCR, Inc. d/b/a Nextel Partners, a Delaware corporation ("Nextel"), and BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain 2001 AT&T/Sprint Agreement including Amendments as adopted pursuant to the Parties' Agreement effective January 7, 2008 (collectively "the Adopted 2001 AT&T-Sprint Agreement" or "Agreement").

WHEREAS, Nextel and AT&T agree to amend the Adopted 2001 AT&T-Sprint Agreement as set forth herein;

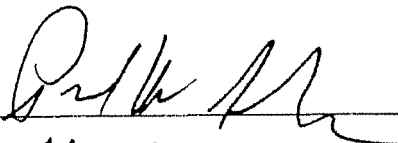
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Nextel and AT&T hereby covenant and agree as follows:

1. The Parties agree to delete Section 2, General Terms and Conditions – Part A in its entirety and replace it with the following:
 2. Term of the Agreement
 - 2.1 This Agreement is extended and shall expire as of March 1, 2012. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.
2. All other provisions of the Adopted 2001 AT&T-Sprint Agreement shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the Commission for approval subject to section 252(e) of the Federal Telecommunications Act of 1996.
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.

IN WITNESS WHEREOF, the Parties have, on the day and year written below, executed this Agreement through their authorized representatives.

NPCR, Inc. d//b/a Nextel Partners

BellSouth Telecommunications, Inc. d/b/a
AT&T Kentucky by AT&T Services, Inc., its
authorized agent

By: 

By: 

Name: PAUL W SCHIEBER

Name: Patrick R. Doherty

Title: VP ACCESS + ROAMING PLAN

Title: Director - Regulatory

Date: 2/21/11

Date: 2-23-11


CERTIFICATE OF SERVICE – PSC 2010-00061

I hereby certify that a copy of the foregoing was served on the following individuals by mailing a copy thereof, this 24th day of February 2011.

Honorable Douglas F. Brent
Attorney at Law
Stoll Keenon Ogden, PLLC
2000 PNC Plaza
500 W Jefferson Street
Louisville, KY 40202-2828

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Mailstop: KSOPHN0314-3A621
Overland Park, KS 66251


Mary K. Keyer